

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Farhang & Medcoff, PLLC	2. Registration Number 6893
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3. Primary Address of Registrant 4801 E. Broadway Blvd., #311, Tucson, AZ 85711
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4. Name of Foreign Principal Dave Sheer Guns d/b/a Dave Sheer Gunsmithing & Firearms Exchange	5. Address of Foreign Principal 95 Forest Rd. Bramely, Johannesburg SOUTH AFRICA 2192
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6. Country/Region Represented SOUTH AFRICA

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country¹
☐ Foreign political party
☒ Foreign or domestic organization: If either, check one of the following:
 ☐ Partnership ☐ Committee
 ☐ Corporation ☐ Voluntary group
 ☐ Association ☒ Other (*specify*) Private Company
☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant

 b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

South African private company in the business of selling firearms, ammunition, and security equipment

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Dave Sheer Guns is owned by the Denysschen Business Trust. Gareth Denysschen is the principal of Dave Sheer Guns.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/20/2020Matthew A. Goldstein/s/Matthew A. Goldstein

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

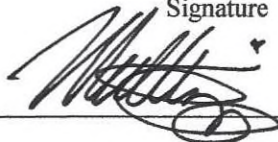
Date

Printed Name

Signature

11/20/2020

Matthew A. Goldstein



U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Farhang & Medcoff, PLLC

2. Registration Number

6893

3. Name of Foreign Principal

Dave Sheer Guns d/b/a Dave Sheer Gunsmithing & Firearms Exchange

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 10/01/2019
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The firm was engaged to represent Dave Sheer Guns and related entities and persons to pursue a lawsuit against the Department of State for certain agency actions. The legal assistance, as continued and expanded, includes advocating on behalf of Dave Sheer Guns in activities before the U.S. Department of State, U.S. Department of Commerce, and other agencies, as needed, in export license requests, reconsideration and appeals of export license denials, agency reliability determinations, and related administrative and legal proceedings.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Representing Dave Sheer Guns and related entities and persons to pursue a lawsuit against the Department of State for certain agency actions. The legal assistance, as continued and expanded, includes advocating on behalf of Dave Sheer Guns in activities before the U.S. Department of State, U.S. Department of Commerce, and other agencies, as needed, in export license requests, reconsideration and appeals of export license denials, agency reliability determinations, and related administrative and legal proceedings.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
10/09/2020	Dave Sheer Guns	Legal Fees	\$ 932.50
10/09/2020	Dave Sheer Guns	Legal Fees	\$ 15,020.00
11/13/2020	Dave Sheer Guns	Legal Fees	\$ 5,572.50
11/13/2020	Dave Sheer Guns	Legal Fees	\$ 1,896.30

\$ 23,421.30

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
10/30/2020	Pisanelli Bice PLLC	Local Legal Counsel fees	\$ 693.80
09/01/2020	Pisanelli Bice PLLC	Local Legal Counsel fees	\$ 1,900.00

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/20/2020Matthew A Goldstein/s/Matthew A Goldstein

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

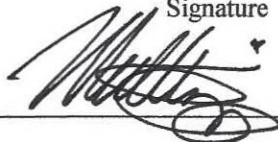
Date

Printed Name

Signature

11/20/2020

Matthew A. Goldstein



FARHANG & MEDCOFF
— ATTORNEYS —

4801 E. Broadway Boulevard, Suite 311 | Tucson, Arizona 85711
p: 520.214.2000 | f: 520.214.2001 | farhangmedcoff.com

Matthew A. Goldstein | Partner
mgoldstein@farhangmedcoff.com
d: 202.550.0040

October 1, 2019

BY EMAIL

Patricia and Robert Thorne Jr.
d/b/a RT Distributors
1430 N. Christy Lane
Las Vegas, Nevada 89110
United States
roberthorne5534@yahoo.com

Barbara and Gareth Denysschen
Dave Sheer Guns
95 Forest Road
Brameley, Johannesburg
South Africa
gareth@davesheer.com

Re: Farhang & Medcoff, PLLC – Retention Agreement
U.S. Department of State License Denials and Litigation

Dear Patricia, Robert, Barbara, and Gareth:

We are very pleased that you have selected Farhang & Medcoff, PLLC to provide legal services. We thank you for your expression of confidence in us. This retention agreement, once executed, will be the agreement between you and us regarding our provision of legal services, and our respective duties, obligations, and rights in connection therewith. If you have questions regarding this agreement or would like to discuss possible modifications to the terms of our engagement, please do not hesitate to contact me.

1. Client; Scope of Representation. Patricia and Robert Thorne Jr. d/b/a RT Distributors, Dave Sheer Guns, and Barbara Denysschen (collectively, “you” or “your”) will be our only clients for purposes of this engagement. Our work hereunder will be limited to legal advice and assistance with the U.S. Department of State’s denial of licenses submitted by Robert Thorne for exports to Dave Sheer Guns, Diplopiont, and Southwest Arms, to include representation of one or more of you in civil litigation against the U.S. Department of State and related government officials regarding the license denials.

This representation does not include advice on tax laws, intellectual property laws, government contracting and procurement laws or the laws or foreign countries or any other matters. However, the scope of our representation may be limited or expanded to include such matters, but only upon further, written agreement between you and us.



F&M Retention Agreement

October 1, 2019

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You retained us to provide legal services only with regard to the specific matter(s) referenced above. We are not your general counsel. Our acceptance of this retention does not mean we represent you, or will represent you, in any matter other than the one specifically described above. After our representation is complete, we have no further obligation to advise you or provide you legal services. If there are any later legal developments that may impact your future rights and liabilities, including changes in the applicable laws or regulations, you must engage us separately to advise you on such developments.

2. Term of Engagement. Either you or we may terminate this engagement at any time for any reason by written notice, subject on our part to the Arizona Rules of Professional Conduct and, if necessary, court approval. Such termination shall not relieve you of the obligation to pay all fees for services rendered and costs/expenses paid or incurred on your behalf prior to, and under certain circumstances, after the date of termination. If the representation is terminated, you agree to take all steps necessary to free us of any obligation to perform further work on your behalf, including the execution of any documents that may be necessary to perfect our withdrawal and/or your retention of new counsel.

The right to terminate this representation or obtain successor counsel may be subject to court approval. In such instances, regardless of who terminates the representation, you understand and agree you remain obligated to pay all our fees for services rendered and costs/expenses paid or incurred on your behalf until the court approves our withdrawal. Please note it is possible a court may: (a) decide not to grant a request for substitution of counsel; or (b) refuse to delay the proceeding to accommodate the hiring of new counsel.

Without limiting our right to terminate this engagement as set forth above, we reserve the right to terminate our engagement if: (a) you fail to honor the terms of this agreement including, without limit, timely payment of our invoices; (b) you fail to cooperate or follow our advice on a material matter; or (c) circumstances arise where our continued representation would be unlawful or unethical. If we terminate this engagement, we will take such steps as are reasonably practicable to protect your interests in this matter, again, subject to our right to collect payment for such steps.

Unless previously terminated, our representation will automatically end upon transmission to you of our final invoice or a disengagement letter.

3. File Retention and Destruction. During the engagement, we will maintain a file of all documents relevant to this representation. Upon termination of this engagement, we will deliver to you all original documents relating to the representation, and retain an electronic version of the file (including all documents that may be privileged or otherwise confidential) for a reasonable period, in accordance with the Arizona Rules of Professional Conduct and our record retention policy. We will, upon your written request, provide you a full copy of the file at no cost. If there are any outstanding invoices after the termination of this engagement, to the extent permitted by law and the Arizona Rules of Professional Conduct, we may retain a lien on your files until our invoice(s) are paid in full.



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4. Attorney and Client Responsibilities. We will provide legal services and assistance to you in accordance with this agreement and will act upon information, guidance, and direction you provide to us. We will keep you reasonably informed (through the use of oral communications, email, written correspondence, and/or our invoices) of progress and developments, and respond to your inquiries in a timely manner.

You agree to disclose fully and accurately all relevant facts and keep us apprised of all developments relating to our representation, timely respond to our inquiries, and to pay our invoices for services and expenses in accordance with this agreement. You will also cooperate fully with us and be available to comment on and approve draft documents we may prepare, attend meetings, conferences, hearings, and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter, as well as keep us apprised of changes to your address, e-mail, and telephone number(s).

5. Staffing. I will be the attorney primarily responsible for the representation. It is our mission to provide the highest quality legal services in an efficient, economical manner. Accordingly, this representation will involve attorneys and paralegals at our firm with the experience appropriate to the task at hand. If you have any questions, concerns, or comments about our services, staffing, billings, or other aspects of our representation, you agree to contact me as soon as possible to discuss. It is important to us that you are always satisfied with our representation and responsiveness.

6. Fees and Expenses. Our fees for services rendered are based upon the applicable hourly rates for the attorneys and paralegals who work on the representation. We determine our hourly rates by considering, without limit, experience, training, level of professional attainment, novelty and complexity of the issues involved, market forces, and special timing requirements. To minimize your legal costs, we will utilize junior attorneys and paralegals as we deem reasonable and appropriate.

We calculate our fees by multiplying the applicable hourly rate by the time spent by the professional working on your behalf, measured in tenths of an hour. Currently, our partner billing rates range from \$325 to \$450 per hour; of counsel rates range from \$275 to \$400; associate rates range from \$225 to \$325 per hour; and paralegal rates range from \$125 to \$190 per hour. My current billing rate is \$450 per hour. Robert Bernheim, an attorney with the firm and an experienced litigator, is also expected to work on this file. Robert's billing rate is \$300 per hour. Considering the nature of the work expected in this matter, which involves my substantive drafting and advocacy with Robert's assistance, we believe a blended hourly rate of \$325 for both Robert and me will provide the most value to you.

We review our hourly rates annually with any changes effective January 1 of each year. We will notify you of any rate changes before they go into effect. We agree to afford the highest possible priority to maintaining continuity of staffing in this engagement; however, it may become necessary to delegate responsibility for various portions of this matter to other attorneys in our firm. If this delegation is at our request *and* for our convenience, you will not be responsible for the time required for such additional attorneys to acquaint themselves with the substance of the engagement.



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We will generally invoice you monthly, which helps keep you informed of the time we devote to the representation and progress thereof. We are always happy to discuss our invoices with you to ensure you understand the basis for our fees/charges and to avoid any misunderstanding. To that end, you agree to review our invoices promptly and that each invoice shall be deemed fair, reasonable, accepted, and affirmed by you unless you object in writing to any fee or charge within 30 days of the invoice date. Your failure to provide notice of any such written objection within 30 days of the invoice date shall constitute a waiver of any potential objection, and the fees will be deemed undisputed, due, and owing for all purposes.

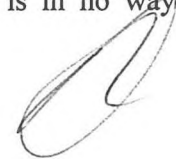
In addition to our fees, in providing services to you, we may incur expenses for services/charges including, without limit, printing, photocopying, courier fees, process server fees, delivery service costs, telephone usage, postage, document binding, computerized legal research, court reporter fees, court costs, filing fees, expert and non-expert witness fees, travel, lodging, meals, and overtime for firm secretarial and other staff services. The actual expenses incurred depend on the services we provide to you and the scope of our representation. We also may need to seek the assistance of investigators, consultants, and expert witnesses (testifying or non-testifying), and retain e-discovery vendors and other litigation support professionals to help collect, review, and exchange relevant documents, including electronically stored information. We will obtain your consent before incurring any particular cost or expense in excess of \$2,500.

We will itemize separately on our billing statements all expenses incurred on your behalf, except for any expert witnesses who may be separately retained by you and/or bill you directly for payment. Please note expense disbursements may not be current at the time of billing.

Our invoices are due upon receipt. We reserve the right to impose a finance charge, computed at the periodic rate of 1.5% per month, compounded monthly, (i.e., to produce an approximate effective annual percentage rate of approximately 18% per annum on any unpaid principal balance), on all amounts outstanding after 30 days from the date of any invoice. Payments received after the imposition of interest will be applied first to interest owed, then to principal. You agree to bear all costs we may incur in collecting amounts due from you including, without limit, reasonable attorneys' fees. We reserve the right to turn over to a third party for collection any accounts or amounts owed to us that remain unpaid for longer than 30 days. In such circumstances, you agree that, in addition to the amount due and owing, you will pay all reasonable collection expenses and fees.

If any of our invoices remain unpaid for 30 days or longer, we reserve the right to cease performing services for you until you make arrangements acceptable to us for payment of our pending and future invoices. We may withdraw from representing you if you have not paid us, subject to our obligations under the Rules of Professional Conduct and court approval, if necessary.

We make no commitment to you concerning the maximum fees and costs you may incur in connection with this representation. Your payment of our fees and costs is in no way contingent on the ultimate outcome of this matter.



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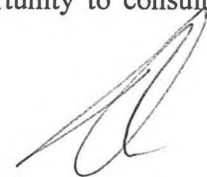
7. Retainer/Advance of Fees and Expenses. A retainer of \$10,000 is required before we begin work. We will hold the retainer in a general firm trust account, with interest payable to the Arizona Foundation for Legal Services and Education, and will apply the retainer to our final invoice for services hereunder. We reserve the right to apply the retainer to satisfy invoices remaining unpaid for 30 days or more. If we do not apply the retainer, we will refund the balance of it to you after the termination of our engagement. If circumstances relating to the representation change and such changes merit a need for greater or additional security for payment of our invoices, we reserve the right to increase the retainer required hereunder.

8. Opinions and Beliefs. The outcome of any legal matter is subject to inherent risks and other factors beyond our control. Accordingly, we have not, do not, and cannot make, any guarantees or promises concerning the outcome of the matters at issue.

9. Conflict Waiver. Because of our firm's size and broad legal practice, it is possible our attorneys may now or in the future represent other clients in matters where such clients' interests are adverse to yours or those of your affiliates, or where there is a significant risk that our representation of you and such other clients could materially limit our representation of either you or the other clients. Therefore, as a material inducement for our agreement to represent you, you understand and agree we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to you, and even if those other matters evolve into litigation between such other clients and you. We agree, however, that your prospective consent to such a representation shall not apply in any instance where: (a) as a result of our representation of you, we obtained sensitive, proprietary, or other confidential information of a non-public nature that, if known to any such other client, could be used by that client to your material disadvantage; (b) we reasonably believe that concurrent representation of both you and another client could affect our ability to provide each client competent and diligent representation; (c) such representation is prohibited by law; or (d) the representation involves the assertion, in a single litigation or other proceeding before a tribunal, of a claim brought by you or the other client against the other. We will not disclose to any other client(s) any confidential information received during our representation of you. We ask for similar agreements from other clients to preserve our ability to represent you when we are engaged by others.

In the event an actual conflict arises between you and another one of our clients, we may need to withdraw as counsel for you, which may result in increased expenses for you and delay. While the risk of this is minimal, because we will not undertake any representation that is directly adverse to your interests in this engagement, conflicting matters may arise that require your consent. If such a matter arises, you agree to consider in good faith consenting to the conflict, and represent you are favorably inclined to provide such consent absent unusual circumstances.

By signing this agreement, you confirm you have had an opportunity to consult with independent counsel regarding the terms of this prospective waiver.

A handwritten signature in black ink, appearing to be a stylized 'A' or similar mark, located at the bottom right of the page.

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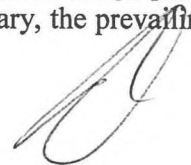
10. Insurance. To the extent this engagement relates to the defense of your rights in connection with an actual or potential claim against you, please note that your insurance carrier(s) may be obligated to indemnify you, as well as to pay some or all of the legal fees associated with your defense. If so, such insurance policies typically contain a requirement that the insurance carrier be notified, within a limited and specified period, that a claim that might be covered by its policy has been asserted. We urge you to contact your insurer or broker at the earliest opportunity to determine the nature and extent of the applicable coverage, if any. You understand and agree that, absent a future agreement between us or a specific written directive from you that you wish us to undertake that task, the scope of our engagement *does not* include an investigation as to whether there is insurance coverage for any of the claims involved in this litigation *or* the task of notifying any insurance carrier for you that potentially covered claims have been asserted. In any event, it is your responsibility to pay our firm for services rendered and to obtain any reimbursement that may be available from the insurance carrier(s).

11. Privacy and Confidentiality. In providing legal services to you, we will receive nonpublic personal information about you. All such information will be held in strict confidence and will not be disseminated to any person or entity outside our firm without your consent, unless such disclosure is necessary for us to perform legal services for you or disclosure is required by law.

We communicate with our clients using, without limit, email, mobile phones, voicemail, and facsimile. These forms of communication may not be encrypted and are not completely secure against unauthorized access. There is some risk of disclosure and loss of attorney-client privilege in using these forms of communication because there is no guarantee of confidentiality. We may store some or all files relating to this representation on a variety of platforms, including third-party cloud-based servers. Although we take every commercially reasonable precaution to make certain these servers are encrypted and secure, there still is a risk your confidential or privileged information may be disclosed. By signing this agreement, you consent to our use of all such reasonable methods of communications, consent to our use of on-line storage services, and represent you understand the risks inherent in modern communications systems.

Certain communications are practically or ethically necessary to complete the tasks associated with this engagement. Until we are instructed to the contrary in writing, by signing this agreement, you are waiving your privileges and rights of confidentiality and privacy with respect to any communication between us and third parties regarding the tasks we determine necessary to complete the work associated with this engagement (e.g., communicating with court staff, your employees, your accountants, and other professional advisors). Please note that any information you disclose to a third party may result in the loss or waiver of legal protections and privileges.

12. Dispute Arbitration. You and we agree that, if a dispute arises from or relates to this agreement (including, without limit, disputes regarding our fees, payment thereof, or our acts or omissions), or the breach thereof, or otherwise arises from or relates our representation of you, such disputes shall be resolved by binding, final arbitration. *An action by us to collect undisputed fees and costs, however, shall not be subject to arbitration (see Paragraph 6 regarding timely objections to our invoices).* In the event arbitration is necessary, the prevailing



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party shall be entitled to recover its costs and reasonable attorneys' fees arising from the arbitration and collection.

Any arbitration required hereunder shall be administered in manner determined by mutual agreement. If we are unable to reach such an agreement within 15 calendar days of a written request for arbitration, then the arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Any arbitration hereunder shall involve one arbitrator, who shall be appointed by mutual agreement or, absent mutual agreement, in accordance with the Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction. Any arbitration hereunder shall take place in Tucson, Arizona.

Binding arbitration is a process for resolving legal disputes that usually results in lower costs and quicker resolution than a typical action filed in court. By agreeing to binding arbitration, you waive and thereby eliminate your right to submit a dispute with us for determination by a court, and waive your right to a jury trial. Further, the grounds for appeal of an arbitration award are very limited as compared to a court judgment or jury verdict. You should consult with independent counsel and carefully consider whether arbitration is acceptable to you. By signing this agreement, you represent you have had a reasonable opportunity to seek the advice of such independent counsel, and understand the implications of arbitration.

13. Entire Agreement. This agreement constitutes the sole and entire agreement between us with respect to our engagement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. If any provision of this agreement is unenforceable for any reason, it shall be considered severable, and the balance of the agreement shall remain effective and enforceable. Changes to the terms of our engagement shall be effective only when there is a writing, approved by you and us, memorializing such change. You agree this agreement shall be enforceable regardless of whether you execute it electronically or otherwise.

Please review this agreement carefully and let me know if you have any questions or concerns. If you agree to the terms of this agreement, please sign it and return it to my attention.

Please note we are not acting as your counsel with respect to this agreement. If you wish to be advised on whether you should enter into this agreement, we recommend you consult with independent counsel of your choice.

We appreciate the chance to be of service and look forward to working with you.

Sincerely,

FARHANG & MEDCOFF, PLLC


Matthew A. Goldstein



F&M Retention Agreement

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ACCEPTED AND AGREED

The undersigned, by duly authorized signature below, agrees to engage Farhang & Medcoff, PLLC pursuant to the terms set forth in this agreement.

Robert Thorne d/b/a RT Distributors

By: _____
Robert Thorne Jr.

Date: _____

David Sheer Guns

By: _____
Barbara and/or Gary Denyschen
Date: _____

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& FIREARMS EXCHANGE CC**
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Tel: 011 440 0345 Fax: 011 440 7470
www.davesheer.com

Barbara Denysschen

By: _____
Barbara Denysschen

Date: _____